

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

REVAL FINANCIAL NPL, LLC,)
)
Plaintiff,)
)
vs.) CIVIL ACTION NO.: _____
)
ASHOKE MUKHERJI,)
)
Defendant.)
)
)

COMPLAINT

Plaintiff ReVal Financial NPL, LLC ("Plaintiff"), for its Complaint against Defendant Ashoke Mukherji ("Defendant"), states:

Parties

1. Plaintiff ReVal Financial NPL, LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business located at 5251 DTC Parkway, Suite 300, Greenwood Village, Colorado 80111. No members or sub-members of ReVal Financial NPL, LLC are residents of the State of Tennessee.

2. Defendant Ashoke Mukherji, upon information and belief, is a citizen and resident of the State of Tennessee and may be served with process at *5123 Virginia Way, Brentwood, Tennessee 37027*.

Jurisdiction and Venue

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and complete diversity exists between the opposing parties.

4. This Court has personal jurisdiction over the parties.
5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

Facts

6. Defendant obtained a business loan from Tennessee Commerce Bank, designated as Loan No. 6416, in the principal amount of \$150,000.00. For value received, Defendant executed a promissory note dated November 8, 2010 in favor of Tennessee Commerce Bank in the principal sum of \$150,000.00, plus interest ("the Note") and a business loan agreement ("Loan Agreement") in connection with the loan. True and correct copies of the Note and Loan Agreement are attached hereto, respectively, as Exhibit 1 and Exhibit 2 and are incorporated by reference as if set forth fully herein.

7. On January 27, 2012, Tennessee Commerce Bank was closed by the Tennessee Department of Financial Institutions and the Federal Deposit Insurance Corporation ("FDIC") was named receiver of its assets, including Loan No. 6416.

8. On August 9, 2012, ReVal Financial, LLC purchased Loan No. 6416 and was assigned all rights under the Loan Agreement and the Note. A true and copy of the Allonge to the Note for the assignment of the Note to ReVal Financial, LLC is attached hereto as Exhibit 3 and is incorporated by reference as if set forth fully herein.

9. On October 9, 2012, ReVal Financial, LLC served Defendant with a Notice of Sale and Assignment of Rights notifying Defendant of ReVal Financial, LLC's purchase and assignment of rights to Loan No. 6416. A true and correct copy of the Notice of Sale and Assignment of Rights is attached hereto as Exhibit 4 and is incorporated by reference as if set forth fully herein.

10. On December 5, 2012, ReVal Financial, LLC sent Defendant a letter notifying Defendant of his material breach of the Loan Agreement and Note and demanding immediate payment of the outstanding balance under the Note in full. A true and correct copy of the December 5, 2012 letter is attached hereto as **Exhibit 5** and is incorporated by reference as if set forth fully herein.

11. On January 17, 2013, ReVal Financial, LLC assigned Loan No. 6416 and all rights under the Loan Agreement and the Note to Plaintiff. True and correct copies of the General Assignment and Allonge to the Note for the assignment of loan and Note to Plaintiff are attached hereto collectively as **Exhibit 6** and are incorporated by reference as if set forth fully herein.

12. Plaintiff is the holder of the Note and has the right to enforce payment of the full amount owed thereunder.

13. Defendant has failed to make payments due and owing under the Note and is in material breach of its terms.

14. As a result of Defendant's material breach of the Note for non-payment, Plaintiff has declared all amounts under the Note immediately due and owing per the terms of the Note.

15. Defendant has failed to pay the full amount of the outstanding balance due under the Note.

16. The principal sum of \$104,936.57 remains due and owing under the Note, plus accrued interest and late fees.

CAUSES OF ACTION

COUNT I Breach of Contract

17. Plaintiff restates the preceding allegations of this Complaint as if set forth fully herein.

18. The Note and Loan Agreement constitute valid and enforceable contracts under Tennessee law.

19. Defendant is in material breach of his obligations under the Note and Loan Agreement.

20. Defendant's conduct alleged herein constitutes a separate and independent breach of the covenant of good faith and fair dealing that is implied in the Note and Loan Agreement.

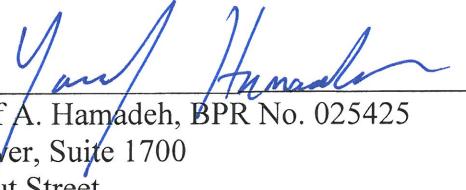
21. As a result of the Defendant's material breach of the Note and Loan Agreement, Plaintiff is entitled to recover from Defendant all amounts due and owing under the Note, including the principal sum of \$104,936.57, all accrued interest, late fees, and Plaintiff's reasonable attorneys' fees and costs of collection per the terms of the Note.

WHEREFORE, for the foregoing reasons, Plaintiff respectfully requests that the Court:

- (a) order that Defendant answer this Complaint within the time prescribed by law;
- (b) enter judgment against Defendant for breach of contract for all amounts due and owing under the Note, including Plaintiff's reasonable attorneys' fees and costs;
- (c) enter judgment against Defendant for post-judgment interest; and
- (d) enter judgment against Defendant for such other general relief that justice requires.

Respectfully submitted,

CHAMBLISS, BAHNER & STOPHEL, P.C.

By: 

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